

SOUTHAVEN, MISSISSIPPI  
Getwell Road & Goodman Road  
L/C: 023-0298

Prepared by: Susanna Brown (630) 623-8947  
After recording, return to: Jane Twomey  
McDONALD'S CORPORATION  
One McDonald's Plaza  
Oak Brook, Illinois 60523

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is dated December 19, 2007 between **RTA Properties, LLC, a Mississippi limited liability company; THT, III Properties, LLC, a Mississippi limited liability company; BST Properties, LLC, a Mississippi limited liability company; RCT Properties, LLC, a Mississippi limited liability company; S.B.M.D., LLC, a Mississippi limited liability company; and BWFGI Investments, LLC, a Mississippi limited liability company, as Tenants in common ("Landlord")** whose address is c/o Colliers, Wilkinson, Snowden, 3644 Winchester Road, Suite 101, Memphis, Tennessee 38118, Attn: Mr. Bayard Snowden, and **McDONALD'S USA, LLC, a Delaware limited liability company ("Tenant")** whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60523.

Landlord leases to Tenant the Premises with improvements and appurtenant easements, if any, in the City of Southaven, County of Desoto, State of Mississippi, described on Exhibit A attached ("Premises") and made a part of this Memorandum of Lease.

1. **TERM:** To have and to hold for a term commencing on December 6, 2007 and ending 20 years from the date when a McDonald's Restaurant constructed on the Premises opens for business.

2. **OPTION TO EXTEND:** Provided Tenant is not in default under the Lease beyond any applicable cure period provided in the Lease, the term of the Lease shall be automatically extended for 4 successive periods of 5 years each aggregating 20 years if Tenant does not elect to terminate the Lease at the end of the Primary Term or any option period.

3. **INGRESS/EGRESS EASEMENT:** Landlord grants to Tenant, during the term of the Lease and any extensions, a non-exclusive easement, appurtenant to the Premises, for the purpose of vehicular ingress and egress to and from the Premises, for the use and benefit of the Tenant, its successors, assigns, licensees, suppliers and customers, over, upon and across Shared Access Easement "A" and Shared Access Easement "B" described on Exhibit B. Landlord reserves, and Tenant grants to Landlord, a non-exclusive easement, appurtenant to Lot 7 and Lot 9, described on Exhibit C, for the use and benefit of the Landlord and Landlord's tenants, successors and assigns, for the purpose of vehicular ingress and egress over, upon and across that portion of the Shared Access Easement "A" and Shared Access Easement "B" located on the Premises and described as Reserved Access Easement "1" and Reserved Access Easement "2" on Exhibit D, attached.

4. **DETENTION POND EASEMENT** Landlord grants to Tenant a non-exclusive easement, appurtenant to the Premises, during the term of the Lease and any extensions, for the purpose of draining any and all surface water runoff from the Premises, and any after-acquired property used in conjunction with the Premises, and the improvements which may, from time to time, be constructed, altered, modified and maintained on the Premises, over,

Butler Snow  
PO Box 22567  
Jan 15 39225  
Document #: 448374-v3

upon and across Landlord's adjacent property, described as Detention Pond on Exhibit B, attached.

4. **MEMORANDUM:** The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Ground Lease dated October 17, 2007 ("Lease") executed by the parties. This instrument is merely a memorandum of the Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail. This memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

To indicate their consent to this agreement, the parties, or their authorized representatives or employees have signed this document.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

**LANDLORD:**

**TENANT:**

**McDONALD'S USA, LLC,**  
**a Delaware limited liability company**

**RTA Properties, LLC**

By: Matthew G. Bruyn  
Its: Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(Attach Acknowledgment of Signatures and Exhibits A, B, C and D)

upon and across Landlord's adjacent property, described as Detention Pond on Exhibit B, attached.

4. **MEMORANDUM:** The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Ground Lease dated October 17, 2007 ("Lease") executed by the parties. This instrument is merely a memorandum of the Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail. This memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

To indicate their consent to this agreement, the parties, or their authorized representatives or employees have signed this document.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

**LANDLORD:**

**RTA Properties, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**TENANT:**

**McDONALD'S USA, LLC,**  
**a Delaware limited liability company**

By: *[Signature]*  
Its: SENIOR COUNSEL *JS*

(Attach Acknowledgment of Signatures and Exhibits)



THT, III Properties, LLC

By: Matthew J. Bruyer  
Its: Manager

**BST Properties, LLC**

By: Matthew G. Bruyer  
Its: Manager

RCT Properties, LLC

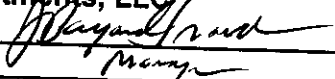
By: Matthew H. Breyer  
Its: Manager

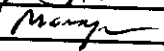
S.B.M.D., LLC

By: Catherine S. Fahan

Its: manager

**BWFGL Investments, LLC**

By: 

Its: 



ACKNOWLEDGEMENTS

STATE OF Tennessee  
 COUNTY OF Shelby

I Jennifer Nelson, a Notary Public of the state and county aforesaid, DO HEREBY CERTIFY that Matthew B. Byer, as manager of RTA Properties, LLC, a Mississippi limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth..

Given under my hand and notarial seal, this 28 day of December, 2007.

Jennifer G. Nelson  
 Notary Public

My Commission expires:

1-12-2010



ACKNOWLEDGEMENTS

STATE OF Tennessee  
 COUNTY OF Shelby

I Jennifer Nelson a Notary Public of the state and county aforesaid, DO HEREBY CERTIFY that Matthew G. Buyer as manager of THT, III Properties, LLC, a Mississippi limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth..

Given under my hand and notarial seal, this 28 day of December, 2007.

Jennifer G. Nelson  
 Notary Public

My Commission expires:

1-12-2010



ACKNOWLEDGEMENTS

STATE OF Tennessee  
 COUNTY OF Shelby

I Jennifer Nelson, a Notary Public of the state and county aforesaid, DO HEREBY CERTIFY that Matthew G. Buyer, as manager of BST Properties, LLC, a Mississippi limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth..

Given under my hand and notarial seal, this 28 day of December, 2007.

Jennifer G. Nelson  
 Notary Public

My Commission expires:

1-12-2010



ACKNOWLEDGEMENTS

STATE OF Tennessee  
 COUNTY OF Shelby

I Jennifer Nelson a Notary Public of the state and county aforesaid, DO HEREBY CERTIFY that Matthew G. Buyer, as manager of RCT Properties, LLC, a Mississippi limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth..

Given under my hand and notarial seal, this 28 day of December, 2007.

Jennifer G. Nelson  
 Notary Public

My Commission expires:

1-12-2010



ACKNOWLEDGEMENTS

STATE OF Tennessee  
 COUNTY OF Shelby

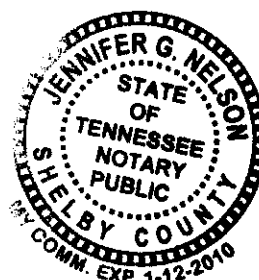
I Jennifer Nelson a Notary Public of the state and county aforesaid, DO HEREBY CERTIFY that Catherine S. Trahan as Manager of S.B.M.D., LLC, a Mississippi limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth..

Given under my hand and notarial seal, this 27 day of December 2007.

Jennifer G. Nelson  
 Notary Public

My Commission expires:

1-12-2010



**ACKNOWLEDGEMENTS**

STATE OF Tennessee  
COUNTY OF Shelby

I Jennifer Nelson, a Notary Public of the state and county aforesaid, DO HEREBY CERTIFY that J. Bayard Snowden, as Manager of **BWFGI Investments, LLC**, a Mississippi limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth..

Given under my hand and notarial seal, this 27 day of December, 2007.

Jennifer G. Nelson  
Notary Public

My Commission expires:

1-12-2010



**ACKNOWLEDGEMENT – McDONALD'S**

(No attestation required)

STATE OF ILLINOIS )

) SS:  
COUNTY OF DUPAGE )

I, Ava Toney-Snider, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Padraic Molloy, Senior Counsel of **MCDONALD'S USA, LLC**, a Delaware limited liability company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Counsel, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as Senior Counsel and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21<sup>st</sup> day of December, 2007.

Ava Toney-Snider  
Notary Public

My commission expires: 5-13-09

Premises

Certain real property located in Section 24, Township 1 South, Range 7 West of Desoto County, Mississippi, being more particularly described as follows:

Lot 8 of Bobwhite Farm Subdivision as shown on plat of record in Plat Book 88, page 36, in the office of the Chancery Court Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.



Shared Access Easement "A"

Description of a 1200 square foot tract of land located within Lot 7 of the Bob White Farm Subdivision to Desoto County, Mississippi, as said subdivision is shown on a plat on file in the office of the Chancery Clerk of Desoto County, Mississippi in Plat Book 88 on Page 36;

Begin at an iron pipe marking the southwest corner of said Lot 7, said point being the Point of Beginning of the tract herein described, from said Point of Beginning proceed N 00°46'20" W along the west boundary of said Lot 7 a distance of 20.00' to a point; thence N 89°13'40" E and parallel with the south boundary of said Lot 7 a distance of 60.00' to a point; thence S 00°46'20" E and parallel with the west boundary of said Lot 7 a distance of 20.00' to a point on the south boundary of Lot 7; thence S 89°13'40" W along the south boundary of said Lot 7 a distance of 60.00' to the Point of Beginning. Bearings in this description are based on a record plat bearing of N 00°46'20" W between the original monuments found at the southwest and northwest corners of said Bob White Farm Subdivision.

Shared Access Easement "B"

Description of a 1200 square foot tract of land located within Lot 9 of the Bob White Farm Subdivision to Desoto County, Mississippi, as said subdivision is shown on a plat on file in the office of the Chancery Clerk of Desoto County, Mississippi in Plat Book 88 on Page 36;

Begin at an iron pipe marking the northwest corner of said Lot 9, said point being the Point of Beginning of the tract herein described, from said Point of Beginning proceed S 00°46'20" E along the west boundary of said Lot 9 a distance of 20.00' to a point; thence N 89°13'40" E and parallel with the north boundary of said Lot 9 a distance of 60.00' to a point; thence N 00°46'20" W and parallel with the west boundary of said Lot 9 a distance of 20.00' to a point on the north boundary of Lot 9; thence S 89°13'40" W along the north boundary of said Lot 9 a distance of 60.00' to the Point of Beginning. Bearings in this description are based on a record plat bearing of N 00°46'20" W between the original monuments found at the southwest and northwest corners of said Bob White Farm Subdivision.

Detention Pond

Description of a 7.528 acre tract of land located within the Bob White Farm Subdivision to Desoto County, Mississippi, as said subdivision is shown on a plat on file in the office of the Chancery Clerk of Desoto County, Mississippi in Plat Book 88 on Page 36, this 7.528 acre tract is a platted tract within said subdivision and is shown as the Detention Pond on said plat.

Begin at a 1/2" rebar marking the northwest corner of said Bob White Farm Subdivision and proceed N 89°58'24" E a distance of 250.02' to the northeast corner of said Lot 7 and the Point of Beginning of the tract herein described, from said Point of Beginning proceed along the boundary of said Bob White Farm Subdivision and along the boundary of said Detention Pond Tract the following bearings and distances: N 89°58'24" E a distance of 673.47' to the northeast corner of said Subdivision, thence S 00°31'58" E a distance of 100.00'; thence S 89°58'24" W a distance of 346.07'; thence S 00°01'36" E a distance of 110.38'; thence S 29°49'51" W a distance of 112.57'; thence S 00°28'23" E a distance of 78.43'; thence N 89°31'37" E a distance of 19.15'; thence S 00°28'23" E a distance of 200.00'; thence S 89°31'37" W a distance of 26.07'; thence S 00°28'23" E a distance of 288.33'; thence S 25°47'

24" W a distance of 114.37'; thence S 00°46'20" E a distance of 88.32'; thence S 89°13' 40" W a distance of 207.19' to a point on the east boundary of Lot 12 of said Subdivision; thence leaving said Subdivision boundary proceed N 00°46'20" W a distance of 1068.87' to the point of beginning. Bearings in this description are based on a record plat bearing of N 00°46'20" W between the original monuments found at the southwest and northwest corners of said Bob White Farm Subdivision.

Certain real property located in Section 24, Township 1 South, Range 7 West of Desoto County, Mississippi, being more particularly described as follows:

Lot 7 of Bobwhite Farm Subdivision as shown on plat of record in Plat Book 88, page 36, in the office of the Chancery Court Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

and

Certain real property located in Section 24, Township 1 South, Range 7 West of Desoto County, Mississippi, being more particularly described as follows:

Lot 9 of Bobwhite Farm Subdivision as shown on plat of record in Plat Book 88, page 36, in the office of the Chancery Court Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Reserved Access Easement "1"

Description of a 1200 square foot tract of land located within Lot 8 of the Bob White Farm Subdivision to Desoto County, Mississippi, as said subdivision is shown on a plat on file in the office of the Chancery Clerk of Desoto County, Mississippi in Plat Book 88 on Page 36;

Begin at an iron pipe marking the northwest corner of said Lot 8, said point being the Point of Beginning of the tract herein described, from said Point of Beginning, proceed S 00°46' 20" E along the west boundary of said Lot 8 a distance of 20.00 feet to a point; thence N 89°13'40" E and parallel with the north boundary of said Lot 8 a distance of 60.00' to a point; thence N 00°46'20" W and parallel with the west boundary of said Lot 8 a distance of 20.00' to a point on the north boundary of Lot 8; thence S 89°13'40" W along the north boundary of said Lot 8 a distance of 60.00' to the Point of Beginning. Bearings in this description are based on a record plat bearing of N 00°46'20" W between the original monuments found at the southwest and northwest corners of said Bob White Farm Subdivision.

Reserved Access Easement "2"

Description of a 1200 square foot tract of land located within Lot 8 of the Bob White Farm Subdivision to Desoto County, Mississippi, as said subdivision is shown on a plat on file in the office of the Chancery Clerk of Desoto County, Mississippi in Plat Book 88 on Page 36;

Begin at an iron pipe marking the southwest corner of said Lot 8, said point being the Point of Beginning of the tract herein described, from said Point of Beginning proceed N 00°46' 20" W along the west boundary of said Lot 8 a distance of 20.00' to a point; thence N 89°13'40" E and parallel with the south boundary of said Lot 8 a distance of 60.00' to a point; thence S 00°46'20" E and parallel with the west boundary of said Lot 8 a distance of 20.00' to a point on the south boundary of Lot 8; thence S. 89°13' 40" W along the south boundary of said Lot 8 a distance of 60.00' to the Point of Beginning. Bearings in this description are based on a record plat bearing of N 00° 46' 20" W between the original monuments found in the southwest and northwest corners of said Bob White Farm Subdivision.